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COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-7997

September 30, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF WORKFORCE INVESTMENT ACT YOUTH PROGRAM NON-FINANCIAL  
WORKSITE AGREEMENT WITH EL CENTRO DEL PUEBLO**  
(1<sup>st</sup> District) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to accept and sign the Workforce Investment Act Youth Program Non-Financial Worksite Agreement (Exhibit I) with El Centro Del Pueblo, for the provision of workbased training to El Centro interns by County staff at LAC+USC Healthcare Network, to be effective upon Board approval through June 30, 2007, with no net cost to the County.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this Agreement, the Board is delegating authority to the Director, or his designee, to enter into an agreement with El Centro Del Pueblo (El Centro), a non-profit community-based organization, to continue a workbased learning program designed to promote the development of good work habits and job-specific occupational skills required for participation in the workforce for at-risk youth.

The Workforce Investment Act Youth Program Non-Financial Worksite Agreement (Youth Program Agreement) will replace the current Job Training Partnership Act School-to-Career Worksite Training Program Agreement with El Centro, which expired June 30, 2004.

FISCAL IMPACT/FINANCING:

There is no net cost to the County.

El Centro students will receive necessary health clearances tests, which will be administered by the LAC+USC Health Network (LAC+USC, also Worksite) Employee Health Services. Cost for such health clearance tests will be absorbed by LAC+USC. The County is not obligated to pay either El Centro or the students assigned to the program under the terms of the Youth Program Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

El Centro, a non-profit community-based organization has entered into a training agreement with the City of Los Angeles (City) for participation in the Workforce Investment Act Youth Program. El Centro desires to designate LAC+USC (also Worksite) as the entity to provide training for eligible youth (14-21 years of age) in the City's Workforce Investment Act Youth Program.

Under the Youth Program Agreement, Worksite staff will provide training and supervision of the interns while on Worksite premises. The interns will be placed on County volunteer items and will receive medical clearance of being free of communicable tuberculosis and other diseases, to assure compliance with State regulations. The Worksite will provide the required tests by a licensed physician. Worksite staff will monitor the interns' progress and prepare monthly training evaluation reports and meet with El Centro and their interns to discuss the interns progress in the program. The Youth Program Agreement authorizes El Centro to provide mentor training to appropriate Worksite staff as designated by the Worksite contact person, the Director of Volunteers.

The Youth Program Agreement will become effective upon Board approval through June 30, 2007.

The Director of Volunteers at the Worksite will be responsible for program administration and monitoring at the facility.

The Youth Program Agreement may be terminated by either party upon written notice to the other party.

The Agreement contains indemnification and insurance provisions approved by the Chief Administrative Office Risk Management Operations. El Centro is providing worker's compensation benefit coverage for interns as required by State law, for the interns being placed at the Worksite.

The recommended action is consistent with DHS' goal of improving the well being of children and families in the Los Angeles County.

County Counsel has approved the Agreement (Exhibit I) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

Not applicable.


The Honorable Board of Supervisors  
September 30, 2004  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Utilization of the Youth Program Agreement will continue to promote the development of good work habits and job specific occupational skills for at-risk youth in Los Angeles County.

When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:cvm

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

BLETCD3434:CVM  
cvm:09/23/04

**SUMMARY OF AGREEMENT**

1. Type of Service:

The Workforce Investment Act Youth Program Non-Financial Worksite Agreement with El Centro Del Pueblo (El Centro) provides a workbased learning experience for students referred from El Centro to the LAC+USC Healthcare Network.

2. Agency Addresses and Contact Persons:

El Centro Del Pueblo  
1157 Lemonyne Street  
Los Angeles, California 90026  
Contact: Eddie Aguilera, Program Director  
Telephone: (213) 485-6335

3. Term:

Effective upon Board approval through June 30, 2007. This agreement may be terminated by either party upon written notice to the other party.

4. Financial Information:

There is no net cost to the County.

5. Supervisory District:

1<sup>st</sup> District.

6. Approvals:

LAC+USC Medical Center:	Pete Delgado, CEO
Contract Administration:	Irene E. Riley, Director
County Counsel:	Elizabeth J. Friedman, Senior Deputy County Counsel
CAO Budget Unit:	Greg Polk, Budget Analyst

BLETC3434:CVM  
cvm: 09/23/04

**El Centro Del Pueblo - WORKFORCE INVESTMENT ACT (WIA) Youth Program  
Non-Financial Worksite Agreement**

**INTRODUCTION**

The El Centro Del Pueblo and the Worksite are entering into an agreement to utilize Worksite to provide training for interns enrolled in Workforce Investment Act (WIA) youth development programs.

The El Centro Del Pueblo and Worksite agree that work experience programs are designed to promote the development of work readiness skills and occupational skills required for participation in the workforce. This agreement contains the general rules and parameters of the relationship between the two parties. El Centro Del Pueblo will refer eligible youth to the Worksite for training. The Individual Training Agreement, a sample of which is attached and incorporated by reference as Attachment A, will be completed by El Centro Del Pueblo and the Worksite when an intern is assigned to the Worksite.

The parties agree as follows:

**SECTION 1. – PARTIES TO THE AGREEMENT ARE:**

	<u>A. WORKSITE</u>	<u>B. CONTRACTOR</u>
Name:	LAC+USC Medical Center - Expenditure Management	El Centro Del Pueblo
Address:	2064 Marengo	1157 Lemoyne Street
City, Zip:	Los Angeles, CA 90033	Los Angeles, CA 90026
Contact Person:	Socorro Ceja, Volunteer Director	Eddie Aguilera, Program Director
Telephone:	(323) 226-6945	(213) 483-6335 or (213) 202-5310

**SECTION 2. – TERM**

The term of this Worksite Agreement will be for three years from the date of execution unless terminated by either party as set forth in Section 14.

**SECTION 3. – WORKSITE PERFORMANCE**

- A. Worksite will provide adequate training and supervision to the intern.
- B. Worksite will assure that this Agreement will not displace currently employed workers or impose on their promotional opportunities.
- C. Worksite will not contract out the training provided under this Agreement.
- D. Worksite Responsibilities:
1. Worksite will provide meaningful, sufficient, well-planned work activities designed to promote the development of positive work habits and specific skills required for participation in the workforce.
  2. Worksite will maintain a safe and sanitary work environment and provide adequate materials and equipment for completion of work activities.
  3. Worksite will maintain accurate time records for the intern on forms provided by the Contractor and will submit these records as scheduled by and in accordance with procedures established by the Contractor.
  4. Worksite will abide by all child labor laws.
  5. Worksite will provide interns with an orientation that includes, but is not limited to:
    - a. Description of Worksite function
    - b. Job description, duties and responsibilities
    - c. Hours of work, including break and lunch period policies, and time and attendance procedures
    - d. Emergency procedures
    - e. Worksite rules and regulations
  6. Worksite agrees to monitor the intern's progress and complete training evaluation forms provided by the Contractor and at intervals designated by the Contractor. Performance evaluations will be discussed with and signed by the intern and the intern's supervisor.
  7. Worksite retains the right to remove the intern for good cause. If an intern is removed, the Worksite will notify the Contractor and refer the intern back to the Contractor.
  8. Worksite will allow the City of Los Angeles ("City"), State of California and/or the Department of Labor access to any intern of the Contractor for the purpose of interviewing. Worksite will cooperate with the interview if requested.

**SECTION 4. – CONTRACTOR RESPONSIBILITIES**

El Centro Del Pueblo agrees to the following:

- A. Contractor will not place a intern with a Worksite pursuant to this Agreement who has: 1) been selected for employment by the Worksite prior to the individual being referred from the Contractor, and/or 2) previously been employed in the same, similar or upgraded position.
- B. Contractor will advise all interns prior to being assigned to a Worksite of the name of the Worksite and of the interns' rights and benefits, and grievance procedures in connection with their participation in the designated program in which they are enrolled.

- C. Contractor will conduct and document on-site monitoring to ensure that:
1. Training is consistent with that specified in the Training Agreement, a sample of which is attached;
  2. Supervision is provided on a continuous basis to ensure intern's training progress and adaptability to job environment;
  3. Accurate time records are being maintained by Worksite for the intern and intern's evaluations have been discussed and signed by the intern and the intern's supervisor;
  4. Worksite conditions are in compliance with all Worksite safety laws and child labor laws.
- D. Contractor agrees to provide Worker's Compensation benefit coverage for interns as required by State law. The Contractor will provide the Worksite with procedural information regarding Workers Compensation. Contractor and its insurer agree to waive their respective rights to recover from Worksite any such workers compensation payments.
- E. Payment to the intern(s), if any, will be made by the Contractor in accordance with established payroll procedures and schedules. Payment to interns will be for wages earned and no claim, charges, dues, or deductions of any kind will be made by the Worksite, its employees or agents.

## SECTION 5. – LABOR DISPUTES

Whenever the Worksite has knowledge that any actual or potential labor dispute, involving the intern or employees, is delaying or threatens to delay the timely performance of this Agreement, the Worksite will immediately notify the Contractor and provide all pertinent information in regard to same.

## SECTION 6. – INSURANCE

The Worksite, during the term of this Agreement, will procure, maintain and, upon demand, show evidence of commercial general liability insurance, or self-insurance, or any combination thereof, protecting against any claims arising from bodily injury or death to third persons occurring in the performance of this Agreement on Worksite's business premises or through its operations in the performance of this Agreement.

## SECTION 7. – INDEPENDENT CONTRACTOR

Worksite in the performance of this Agreement will act in the capacity of an independent contractor and not as an officer, employee or agent of the City or Contractor.

## SECTION 8. – NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor will comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this Agreement, the Contractor will not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, medical condition, or status as a parent. The Contractor will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

## SECTION 9. – COMPLIANCE WITH LAW

- A. All parties agree to comply with all applicable statutes and regulations of the United States, California and the City of Los Angeles, including the Workforce Investment Act where applicable; the Family Economic Security Act CUIA §15000 et seq. and the Occupational Health and Safety Act of 1973 California Labor Code §6300 et seq. and all laws and regulations related, but not limited to labor, wages, hours and anti-discrimination in the performance of this Agreement.
- B. The Worksite will not enter into this Agreement for an intern, if a member of his or her immediate family is in an administrative capacity for the Worksite. The Worksite will avoid all conflicts of interests and will refer issues regarding conflict to the City for resolution.

## SECTION 10. – INDEMNIFICATION

The Worksite shall indemnify and hold Contractor, their officers and employees harmless, from and against any loss, liability claim or damage that may arise or result from activities of the Worksite, its officers and employees; and Worksite shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against the Contractor, on any liability, claim or demand and satisfy any judgment that may be rendered against any of them arising or resulting from activities of Worksite, its officers or employees in the performance of this Agreement.

The Contractor shall indemnify and hold Worksite, their officers and employees harmless, from and against any loss, liability claim or damage that may arise or result from activities of the Contractor, its officers and employees; and Contractor shall, at its own cost, expense and risk, defend any legal proceedings that may be brought against the Worksite, on any liability, claim or demand and satisfy any judgment that may be rendered against any of them arising or resulting from activities of Contractor, its officers or employees in the performance of this Agreement.

## SECTION 11. – AGREEMENT AMENDMENTS

Either party may request an agreement amendment. Agreement amendments must be in writing and properly executed by both the City and the Worksite.

## SECTION 12. – EFFECT OF LEGAL JUDGEMENTS

Should any provision of this agreement be held to be invalid by any court, the invalidity of such provision will not in any way affect any other provision of this agreement.

## SECTION 13. – CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

## SECTION 14. – TERMINATION

This agreement may be terminated by either party upon written notice to the other party.

#### SECTION 15. – COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any office or employee of either party will affect or modify any of the terms and conditions of this Agreement.

This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes 3 pages and Attachment A, to be completed for each intern upon assignment to the Worksite, a sample of which is attached and incorporated by reference, which constitute the entire understanding and agreement of the parties.

#### APPROVED BY

FOR: CONTRACTOR

FOR: WORKSITE

Contractor Name: El Centro Del Pueblo

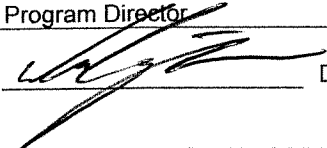
Agency Name: LAC+USC Medical Center

By: Eddie Aguilera

Pete Delgado

Title: Program Director

Title: CEO

Signature:  Date: 9/21/04

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## WORKSITE TRAINING AGREEMENT

Program Year: \_\_\_\_\_

Worksite Agreement No: \_\_\_\_\_

## INTRODUCTION

The Contractor and the City of Los Angeles have entered into a training agreement for the provision of youth training services, incorporated herein by reference. The Contractor has designated the Worksite as the entity to provide training for youth in the City's Youth Opportunities System.

The Contractor and Worksite agree that work experience is designed to promote the development of good work habits and job specific occupational skills required for participation in the workforce. The Worksite has entered into a separate agreement with the Contractor wherein the standard terms and conditions of the Contractor's and Worksite's responsibilities are set forth. This is Attachment A to the Worksite Agreement between the Contractor and the Worksite designated herein.

The parties agree as follows:

## PARTIES TO THE AGREEMENT AND TRAINING INFORMATION:

	A. <u>WORKSITE</u>	B. <u>CONTRACTOR</u>
Name:	LAC+USC Medical Center Expenditure Management	El Centro Del Pueblo
Address:	2064 Marengo	1157 Lemoyne Street
City, Zip:	Los Angeles, CA 90033	Los Angeles, CA 90026
Contact Person:	Socorro Ceja, Volunteer Director	Eddie Aguilera, Program Director
Telephone:	(323) 226-6945	(213) 483-6335 or (213) 202-5310

## A. WORKSITE STATUS

Select one only: ☐ Private for Profit ☐ Private Non-Profit ☐ Public Agency (governmental)

## B. INTERN INFORMATION

Name \_\_\_\_\_

Social Security # \_\_\_\_\_

## C. TRAINING INFORMATION

Type: ☐ Work Readiness (WR) ☐ Occupational Skills (OS) ☐ WR & OS

Training Plan: Attach WR and/or OS evaluation form.

Position Title: \_\_\_\_\_ Supervisor & Tel. # \_\_\_\_\_

Job Description:

Work Schedule: from \_\_\_\_\_ to \_\_\_\_\_ Duration: Beginning Date \_\_\_\_\_ Ending Date \_\_\_\_\_

Hours per Week: \_\_\_\_\_ Total Planned Training Hours: \_\_\_\_\_

- D. The Contractor and Worksite agree to provide training to the Intern described above in accordance with the provisions of the Non-Financial Worksite Agreement, attached hereto and incorporated herein by reference.

Select one only: ☐ Private for Profit ☐ Private Non-Profit ☐ Public Agency (governmental)



APPROVED			
<u>CONTRACTOR</u>		<u>SUPERVISOR</u>	
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Date:	_____
		Signature:	_____
		Date:	_____

INTERN'S CERTIFICATION:

I certify that I have been advised of and understand my duties and responsibilities, rights and privileges under the WIA training agreement and that I will abide by the rules of the Worksite. I further certify that I have not been previously employed by this Worksite.

Intern's Signature \_\_\_\_\_ Date \_\_\_\_\_